## UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD WASHINGTON, D.C.

HARGROVE ELECTRIC CO., INC.

Respondent

Case 16-CA-027812

ALMAN CONSTRUCTION SERVICES, LP

Respondent

Case 16-CA-027813

BOGGS ELECTRIC CO., INC.

Respondent

Case 16-CA-027814

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 20

**Charging Party** 

CROSS-EXCEPTIONS ON BEHALF OF
RESPONDENT HARGROVE ELECTRIC CO., INC.,
RESPONDENT ALMAN CONSTRUCTION SERVICES, LP AND
RESPONDENT BOGGS ELECTRIC CO., INC.
TO THE DECISION OF THE ADMINISTRATIVE LAW JUDGE

Submitted by:

Howard M. Kastrinsky KING & BALLOW 315 Union Street, Suite 1100 Nashville, TN 37201

Attorney for Hargrove Electric Co., Inc., Alman Construction Services LP and Boggs Electric Co., Inc.

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Pursuant to Rule 102.46(e) of the Board's Rules and Regulations, Respondent Hargrove Electric Co., Inc. (Respondent Hargrove), Respondent Alman Construction Services, LP (Respondent Alman) and Respondent Boggs Electric Co., Inc. (Respondent Boggs) (collectively Respondents), hereby submit the following Cross-Exceptions to the January 13, 2012 Decision of the Administrative Law Judge<sup>1</sup> in these cases.

Respondents except:

References to the Decision of the Administrative Law Judge are as follows: ALJD, \_\_\_\_\_.

- 1. To the finding of the ALJ that the "conversion of the parties' relationship to a 9(a) relationship negated the rights and obligations to the previous 8(f) relationship." (ALJD, 9).
- 2. To the finding of the ALJ that "the overall evidence does not reflect that the Respondents' 2008 announced changes demonstrated the same specificity of intent as those announced changes found in *Starcraft*, *SGS Control* and *Consolidated Printers*." (ALJD, 9).
- 3. To the finding of the ALJ that the language of Respondents' August 27, 2010 letters reflected that the changes identified in Respondents' February 6, 2008 letters were not "firm decisions," but were simply proposed changes that the Respondents were incorporating in the bargaining process. (ALJD, 9).
- 4. To the finding of the ALJ that Respondents were not privileged to make the unilateral changes of December 11, 2010 based on their February 6, 2008 announcement of "proposed changes." (ALJD, 9).
- 5. To the finding of the ALJ that once a Section 9(a) relationship was established, any prior "proposed changes" could not be unilaterally implemented without first bargaining in good faith to impasse with the Union. (ALJD, 9).
- 6. To the finding of the ALJ that inasmuch as Respondents' bargaining representative acknowledged that Respondents had "proposed changes [that] were simply initial bargaining proposals," there was insufficient evidence that the February 6, 2008 constituted an announcement of a firm decision to implement the changes that were in fact implemented on or about December 11, 2010. (ALJD, 10).
- 7. To the finding of the ALJ that by unilaterally implementing the changes in terms and conditions of employment on or about December 11, 2010, Respondents violated Section 8(a)(5) and (1) of the Act. (ALJD, 10).

- 8. To the failure of the ALJ to find the dues deduction cards were not valid. (ALJD, 10-13).
- 9. To Conclusion of Law 6 that, by implementing a reduced wage rate for newly hired employees without bargaining with the Union to a good faith impasse, Respondent Hargrove violated Section 8(a)(5) and (1) of the Act. (ALJD, 13).
- 10. To Conclusion of Law 7 that, by ceasing to recognize the parties' grievance procedure without bargaining with the Union to a good faith impasse, Respondent Hargrove violated Section 8(a)(5) and (1) of the Act. (ALJD, 14).
- 11. To Conclusion of Law 8 that, by implementing a reduced wage rate for newly hired employees without bargaining with the Union to a good faith impasse, Respondent Alman violated Section 8(a)(5) and (1) of the Act. (ALJD, 14).
- 12. To Conclusion of Law 9 that, by ceasing to make payments to the National Electrical Benefit Fund without bargaining with the Union to a good faith impasse, Respondent Alman violated Section 8(a)(5) and (1) of the Act. (ALJD, 14).
- 13. To Conclusion of Law 10 that, by reducing the amount paid to the Annuity Fund without bargaining with the Union to a good faith impasse, Respondent Alman violated Section 8(a)(5) and (1) of the Act. (ALJD, 14).
- 14. To Conclusion of Law 11 that, by ceasing to make vacation deductions without bargaining with the Union to a good faith impasse, Respondent Alman violated Section 8(a)(5) and (1) of the Act.
- 15. To Conclusion of Law 12 that, by implementing a reduced wage rate for newly hired employees without bargaining with the Union to a good faith impasse, Respondent Boggs violated Section 8(a)(5) and (1) of the Act. (ALJD, 14).

- 16. To Conclusion of Law 13 that, by ceasing to make vacation deductions without bargaining with the Union to a good faith impasse, Respondent Boggs violated Section 8(a)(5) and (1) of the Act.
- 17. To Conclusion of Law 14 that, by ceasing to recognize the parties' grievance procedure without bargaining with the Union to a good faith impasse, Respondent Boggs violated Section 8(a)(5) and (1) of the Act. (ALJD, 14).
- 18. To the Remedy recommended by the ALJ that Respondents rescind the unlawful unilateral changes made to unit employees' terms and conditions of employment, and restore the status quo ante that existed prior to the changes until such time as the Respondents bargain with the Union in good faith to a collective bargaining agreement or a good faith impasse. (ALJD, 14).
- 19. To the Remedy recommended by the ALJ that Respondents make whole any unit employees affected by the unilateral changes. (ALJD, 15).
- 20. To the Remedy recommended by the ALJ that Respondents make any benefit contributions on behalf of eligible unit employees that have not been made since the date of the unlawful changes. (ALJD, 15).
- 21. To the Recommended Order of the ALJ that Respondent Hargrove cease and desist from unilaterally changing the unit employees' terms and conditions of employment without bargaining with the Union to a good faith impasse. (ALJD, 15).
- 22. To the Recommended Order of the ALJ that Respondent Hargrove on request, rescind unilateral changes, make whole employees and take other affirmative action. (ALJD, 15-16).

- 23. To the Recommended Order of the ALJ that Respondent Alman cease and desist from unilaterally changing the unit employees' terms and conditions of employment without bargaining with the Union to a good faith impasse. (ALJD, 16).
- 24. To the Recommended Order of the ALJ that Respondent Alman on request, rescind unilateral changes, make contributions to the annuity Fund and National Electrical Benefit Fund, make whole employees and take other affirmative action. (ALJD, 16-17).
- 25. To the Recommended Order of the ALJ that Respondent Boggs cease and desist from unilaterally changing the unit employees' terms and conditions of employment without bargaining with the Union to a good faith impasse. (ALJD, 17).
- 26. To the Recommended Order of the ALJ that Respondent Boggs on request, rescind unilateral changes, make whole employees and take other affirmative action. (ALJD, 17-18).

Dated this 2 y th day of February 2012.

Respectfully submitted,

KING & BALLOW

By:

Noward M. Kastrinsky

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Counsel for Respondents Alman Construction Services LP Boggs Electric Co., Inc. Hargrove Electric Co., Inc.

## **CERTIFICATE OF SERVICE**

This is to certify that the foregoing Cross-Exceptions On Behalf Of Respondent Hargrove Electric Co., Inc., Respondent Alman Construction Services LP And Respondent Boggs Electric Co., Inc. To The Decision Of The Administrative Law Judge was e-filed with the NLRB and sent via e-mail to the following on this 27th day of 2012:

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